



## **Chihuly and KEXP Project Agreements Overview December 21, 2010**

### **Chihuly Glass Exhibit Project Agreement**

The Center and Wright Art, LLC agree to lease of approximately 58,859 square feet for Chihuly Glass Art Exhibit, art garden and related uses in the area between the Mural Amphitheater and the Space Needle.

The site comprises 3 principal components of the former Fun Forest site at Seattle Center including: Area A, the former Fun Forest South Building, Area B, the former Kiddieland ride area and Area C, a retail building.

Wright Art, LLC is. responsible for the costs associated with the on-going operation and maintenance of all areas.

Initial term is for 5 years, with 3 additional 5 year renewals. Earliest start date is April 1, 2011. Rent is \$10,000 per month during construction period. Completed project must open by April 21, 2012.

Base Rent is \$350K annually for first term, \$500K annually for remaining term with CPI adjustments in later terms, but not to exceed 10% per five year term.

Additional rent, after initial term, is 8% of net sales of Chihuly Fine Art sold on site.

Seattle Center Director has final approval of design including tree removal and disruption of existing landscaping. Project will achieve LEED silver.

Wright Art, LLC will make landscaping improvements to an addition approximately 35,000 sq ft of Center grounds to help integrate project into campus.

Other Public Benefits include:

- **Artists at Play.** \$1,000,000 initial donation and \$50,000 annual maintenance to fund an imaginative and engaging playground with-play structures designed by local artists at no expense to the City or Seattle Center.
- **Community Partners.** There will be at a minimum four community partners: initially identified as Seattle Public Schools, Pilchuck Glass School, Pratt Fine Arts Center and ArtsFund. After the initial agreements with these partners (not less than 5 years), Wright Art, LLC agrees to continue to identify a minimum of 2 community partners,

one arts-oriented and one education-oriented to work with through the life of the lease or any lease extensions

- **Center Nights.** Work with Seattle Center and resident organizations to create a free or substantially reduced cost monthly admission day for Seattle residents.
- XI. **Pacific Northwest Artist Space:** Wright Art, LLC will lease an additional retail space at Seattle Center to be used as a retail art gallery and/or small hot shop featuring local Pacific Northwest glass artists with base rent of \$6,673 per month, same CPI adjustments and additional rent Chihuly Exhibit site. This space is available no sooner than Jan. 1, 2012.

The memo of agreement is non-binding until Lease is approved by Seattle City Council.

### **KEXP Project Agreement**

KEXP and the City will cooperate to develop a new home for KEXP Radio. Currently the station works out of inadequate office spaces on Dexter Ave. near Seattle Center. Their existing lease will expire soon and a larger facility is required.

The new facility, built within the existing upper Northwest Rooms space, will house the station's studios, broadcast equipment and administrative offices. As an addition, a new outdoor stage will be constructed adjacent to the project to offer year-round performances in the Northwest Rooms courtyard.

Project size will be approximately 27, 000 square feet of renovated space. The station will remodel the spaces currently occupied by the Rainier, Olympic and San Juan Suite of rooms.

KEXP will raise all the capital funds necessary to redevelop the facilities. The City makes a one-time capital contribution of \$250,000 to undertake certain city improvements (purchase of an emergency generator for 24/7 operations and installation of data connections).

Once occupied, KEXP bears all operational and most maintenance responsibilities for the new space. City retains responsibility for the roof and shell of the building.

Initial term is for ten (10) years, with (2), ten (10) options to renew. Earliest construction start date is November 1, 2012. KEXP must provide Seattle Center required notices (six months) to allow the department to relocate or reschedule contracted events.

Rent is \$290,500 in Year one (1) and begins increasing by 2% annually in Year six (6) KEXP will make payment in two components, cash and in-kind rent.

- Cash payments start at \$62,500 annually.

- In-Kind payments consisting of “on-air spots” or mentions of Seattle Center and/or its programs start at Two Hundred Twenty Eight Thousand dollars (\$228,000).

**Other Public Benefits include:**

- Year round programming opportunity on the newly created public stage
- City retains use of the new stage for certain specified dates to provide access for major festivals (Bumbershoot, Folklife, Bite of Seattle, and Giant Magnet).
- KEXP Northwest content / links for the Seattle Center homepage.
- KEXP commits to play a curatorial role in offering new community programs including free public access to live music and free tours of its broadcast studios. KEXP will also look to enhance educational opportunities by including instructional and work space for students.

**Commitment to Partnerships:**

- With Seattle Public Schools to develop a Center School Internship Program.
- With Seattle Public Library to share content through recordings of KEXP in-studio performances so they can be provided to library patrons at no cost.
- With the Seattle Channel through a content sharing initiative where videotaped live performances at KEXP are provided to the Seattle Channel.

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